

APPENDIX A - CONTRACT

Exhibit A

A. STATEMENT OF WORK

1. Purpose

This Statement of Work (SOW) gives an overview of the Streaming Video and Audio Services under this Master Services Agreement (MSA) to be provided to the State of California agencies and participating local governments.

2. Period of Performance

The Period of Performance for this MSA contract shall be for three (3) years with, at the State's option, two (2) separate one (1) year extensions.

3. Service Offerings

Only the services in which each bidder successfully bids will be listed in the actual contract. Contractor personnel must be able to provide the following service packages which must include the minimum set of components as listed in Section VI Technical Requirements:

Mandatory Service Package Offerings:

Basic Live Streaming Video Package

Premium Live Streaming Video Package

Basic Live Streaming Audio Package

Premium Live Streaming Audio Package

Basic On-Demand Self-Published Streaming Video Hosting Service Package

Premium On-Demand Self-Published Streaming Video Hosting Service Package

Basic On-Demand Self-Published Streaming Audio Hosting Service Package

Premium On-Demand Self-Published Streaming Audio Hosting Service Package

Basic On-Demand Vendor-Assisted Streaming Video Hosting Service Package

Premium On-Demand Vendor-Assisted Streaming Video Hosting Services

Basic On-Demand Vendor-Assisted Streaming Audio Hosting Service Package

Premium On-Demand Vendor-Assisted Streaming Audio Hosting Service Package

Other Mandatory Service Offerings:

Event Planning and Production Service

Signal Capture Service

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Onsite Audio/Video Stream Encoding Service

Remote Audio/Video Encoding Service

Compression/Signal Conversion Service

Near Real-Time Editing Service

Internet Content Delivery Network (ICDN) Service

Post Production Editing Service

Help Desk Service

Desirable Service Offerings:

Satellite, Broadcast Auxiliary Services (BAS) Radio link or Studio Transmission Link (STL) Service

Hosted Copy of Unedited Live Feed Service

Secure Streaming Service

Digital Asset Management (DAM) Service

Archiving to Moveable Media Service

Transcription Service

Performance Data Service

Closed Captioning Service

Interactive Services Service

Teleprompter Service

Videotape/Audiotape Backup of Live Event On-Site Service

Portable DSNG/DENG Units Service

Other Desirable Features and Services (as proposed by Bidder)

C. GENERAL

The availability of any MSA contractor does not preclude user agencies from following established state and/or local agency policies and procedures when considering service needs. This MSA is intended for use by agencies that have no current civil service expertise to fill their needs.

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1. Contractor Responsibilities

- a. Contractor must be available for an interview within five (5) working days or a mutually agreeable time from the date of notification by the ordering agency.
- b. The selected Contractor shall not commence work until authorization has been received from the authorized contact of the ordering agency.
- c. The Contractor must have personnel available to commence work on the project if given sufficient advance notice by the ordering agency or upon mutual agreement.
- d. Contractor must be able to perform services in any location specified by the ordering agency, within the State.
- e. Work shall be performed during normal agency workdays and hours unless a different schedule is specifically requested by the ordering agency.
- f. There shall be no increase in hourly rates for extended hours or days.
- g. The Contractor may be required to travel in the performance of orders issued under this MSA. Any travel expenses associated with the project must be specified in the ordering agency's scope of work. All travel expenses must be preauthorized by the ordering agency and will be reimbursed at the then-current Department of Personnel Administration state rates. Local governments will pay according to their statutory requirements.
- h. For site preparation, Contractor shall provide the ordering agency, at least thirty (30) days prior to the scheduled event date, with any environmental specifications necessary to ensure the proper and efficient operation of all services. Contractor may inspect the site prior to the event to ensure specifications are met and the environment is acceptable.
- i. Failure to comply with any of the requirements from this section is grounds for contract termination.
- j. Contractor Reporting Requirements
Contractors shall provide a report to the Department of General Services (DGS), Procurement Division (PD) contract administrator that provides details regarding contracts they have received on this MSA. The report shall be submitted to DGS on a quarterly basis to be received by DGS on April 15, July 15, October 15, and January 15 of each year. The report must contain the following information:
 - The MSA number
 - Contractor name and contact information
 - State or Local agency contact information and address
 - Agency billing code
 - Standard Agreement number
 - Dollar value
 - Contract term

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Reports shall be submitted to:

Department of General Services
Procurement Division
707 Third Street
West Sacramento, CA 95605
Attn: Joyce Griffin

k. Contractor Response to Request for Offer

The RFO is a request to the Contractor to submit an offer to the ordering agency detailing the Contractor's solution to the described situation and SOW. The Contractor's response must be within the requesting agency timeframe specified in the RFO. The response must include:

- A detailed task plan including each service offered and the cost per service.
- The Contractor's total proposed charges based on the service costs (or lower) established in the awarded contract.

l. SMALL BUSINESS/DVBE-SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the contract or subcontract award made by the Contractor to a small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase document must be addressed to the prime Contractor, and must reference the information provided by the prime Contractor as outlined above.

2. Ordering Agency Responsibilities

- a. All user agencies shall comply with all applicable laws including the Public Contract Code and the Government Code. All orders on this contract must be limited to

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those services that cannot be performed by civil service employees and shall be processed in compliance with and in accordance to Government Code §19130.

- b. Request for Offer (RFO) - Participating state or local agencies shall release a RFO to at least three (3) contractors that meet their requirements for contract. Total estimated value for a contract shall not exceed \$500,000 without prior approval from DGS PD. This will enable agencies to request and receive competitive responses to their specific project for their review, comparison and selection. A SOW containing the ordering agency's requirements must be included in the RFO. The SOW cannot change unless all of the bidders contacted are given another opportunity to respond to the revised requirements. After review and comparison of all responsive offers, the ordering agency will select the Contractor that offers the best value effective solution as defined in Public Contract Code § 12100.7.
- c. If requesting camera crews to film events in a government facility, ordering agencies will be responsible for all required circuits as well as all security, electrical, and environmental requirements.
- d. Ordering agencies shall give the Contractor adequate, but no less than three (3) days, notice of the need to postpone or reschedule the event. Cancellation of service will be made at least forty-eight (48) hours prior to the day and start time of the event. Rescheduling and late cancellation fees may be charged if sufficient notice, as stated above, is not provided. Such fees shall not exceed the contracted cost for that event.
- e. User Instructions will be prepared and overseen by the DGS PD Contract Administrator assigned to this MSA. These instructions will include a list of all awardees by Contractor name, point assignment and maximum bid price. The agencies will use this information to complete their RFO process.
- f. All agencies using this MSA shall conform to the policies and procedures set forth in Management Memo 03-10 (or its most current revision), the State Contract Manual and the Purchasing Authority Manual.
- g. Agency contracts shall be prepared on a Standard Agreement 213 along with an Agreement Summary 215 including the SOW, Agency Billing Code and supporting documentation. Copies of all said documents must be sent to the Department of General Services, Procurement Division, Master Agreements Unit. There shall only be one Contractor per purchase order.
- h. Should occurrences of either outstanding performance or poor performance be encountered, the DGS PD Contract Administrator should be notified. The Contractor shall have the option of reviewing any such submitted performance reports and evaluations.
- i. If an ordering agency is found to be in violation of the MSA ordering procedures, Purchasing Authority Manual, or any other applicable policy or procedure, they will be subject to revocation of their delegation authority.
- j. Ordering agencies (with the exception of local governments) must follow all Department of Finance (DOF) processes and procedures for information

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technology as defined in the Statewide Information Management Manual, found at the following link:

<http://www.dof.ca.gov/HTML/IT/SIMM/SIMM.htm>

3. Invoices and Payments

Upon execution of a contract under this MSA with an ordering agency, for services satisfactorily rendered, and upon receipt and approval of the invoices, the ordering agency will compensate the Contractor, in arrears, for expenditures incurred in accordance with the rates and payment provisions specified in the contract between the ordering agency and the Contractor. The rates may not exceed the rates specified herein, which are attached hereto and made a part of this Agreement.

In addition to the instructions in Item 29 of the General Provisions – Information Technology, invoices shall include the time period covered, work completed for the time period covered, and subcontractor services, and shall be submitted on the Contractor's letterhead signed by an authorized representative in arrears to the designated ordering agency personnel. The invoice shall be submitted by the Contractor in sufficient scope and detail to define the actual work performed and specific milestones completed, including description of the activities of the Contractor and subcontractors and the hours allocated to those activities. The hourly rate for services rendered shall not exceed those as set forth in the Contractor's price sheet. The promptness of payments shall be governed by Government Code Section 927 et seq.